

TENANCY AGREEMENT

THIS AGREEMENT made the _____ day of _____ 200_____ between Lakewood Lettings Limited (letting agents for the Gateway Apartments Complex” which expression shall include its successors in title servants agents workmen and employees) having it’s registered office at 75 Fairways, Tubbercurry, Co. Sligo as Agent for the Landlord specified in paragraph 5 of the First Schedule of the One Part and

Name/Address: _____ **1.**
_____ **2.**
_____ **3.**
(hereinafter called “The Tenants”)

of the other part.

Definitions:

1. **“The Complex”** means the Student accommodation development known as Gateway Apartments situated at Ballinode, Sligo in the County of Sligo.
2. **“The Apartment”** means the apartment specified in paragraph Number 1 of the First Schedule hereto.
3. **“The Premises”** means the room specified in paragraph 1 of the First Schedule hereto.
4. **“The Period of the Tenancy”** means the period specified in paragraph 2 of the First Schedule hereto.
5. **“The Rent”** means the rent specified in paragraph 3 of the First Schedule hereto.
6. **“The Booking Deposit”** means the deposit specified in paragraph 4 of the First Schedule hereto.
7. **“The Regulations”** means the regulations specified in the Third Schedule hereto and such other Regulations as Lakewood Lettings may from time to time introduce for the orderly running of the Complex.

IT IS HEREBY AGREED AS FOLLOWS:

Letting

Upon payment of the appropriate deposit and the Rent as hereinafter set out, the Tenants shall be entitled to occupy the Premises as specified in the First Schedule hereto on foot of this Tenancy Agreement for the Period of the Tenancy (and in the case that the Premises is a twin room on a non exclusive basis) and to the non exclusive use of the Contents of the Premises and the Apartment as specified in the Second Schedule hereto and subject to the terms and conditions hereof. This Tenancy Agreement shall expire at the end of the Period of the Tenancy unless it has been revoked or terminated earlier as hereinafter provided.

Revocation

A. Lakewood Lettings reserves the right to terminate this Tenancy Agreement on giving 28 days prior written notice to the Tenants in the event of any of one of the following:-

- (i) The breach by the Tenants of any of the terms and conditions of this Tenancy Agreement or the Regulations
- (ii) On the Tenants ceasing during the Period of the Tenancy to be a registered student at a Third Level College within County Sligo.
- (iii) For such other reasons as Lakewood Lettings may consider necessary for the good and proper management of the Complex.

B. Lakewood Lettings reserves the right to terminate this Tenancy Agreement on giving 7 days prior written notice to the Tenants in the event of any one of the following:

- (i) anti social behaviour by the Tenants as defined by s.17(1)(a) and/or s.17(1)(b) of the Residential Tenancies Act 2004
- (ii) behaviour by the Tenants that is threatening to the Premises, the Apartment or the Complex.

Alternative Premises

It is hereby agreed that as circumstances require, Lakewood Lettings shall be entitled at its sole discretion to change the proposed allocation of the Premises to the Tenants. However in that event, the Tenants may choose instead to terminate this agreement and to vacate the Premises and in that event will be refunded a pro rata proportion of the Rent by Lakewood Lettings.

Covenants by the Tenants

The Tenants hereby covenants and agrees with Lakewood Lettings as follows:

1. To pay the Booking Deposit, Rent, Electricity and Services Fees without deduction, in the manner set out in this Tenancy Agreement.
2. To be bound by all fire safety and other regulations for the safe and orderly management of the Premises, the Apartment and the Complex as may from time to time be imposed by Lakewood Lettings or howsoever arising and to acquaint himself/herself with these regulations and with the emergency escape routes and not to interfere in any manner with the Fire and Safety equipment.
3. Not to damage windows and doors in the Premises the Apartment or the Complex
4. Not to interfere with or overload any electrical apparatus installed in or on the Apartment or the Premises and not to install any additional wiring, gas piping or portable gas or paraffin heaters into the Premises or the Apartment or any other part of the Complex.
5. Not to share possession of the Premises or any other part thereof with any person (other than those holding under a similar Tenancy Agreement in respect of the Premises or other Premises in the Apartment only) or to permit the Premises hereby licensed to the Tenants to be occupied by any person other than those authorised as aforesaid during the term of the Tenancy Agreement.
6. To occupy only the Premises during the full Period of the Tenancy.
7. Not to permit visitors to remain overnight in or on any part of the Premises, the Apartment or the Complex and to require all visitors to leave the Complex by 12 midnight.

8. To keep all furniture, fixtures, fittings, appliances and articles in the Premises and the Apartment in good and proper repair and to pay to Lakewood Lettings an amount equivalent to the replacement cost of such items as may be lost, broken or destroyed during the currency of this Tenancy Agreement. It is acknowledged that an inventory of the items at the Premises and the Apartment referred to in this clause has been signed by the Tenants who admits that the said items and all fixtures and fittings are at present in good order and condition.
9. To report without delay any repairs/defects arising in the property and not to deface the Premises, the Apartment or the Complex, or to drive nails or drawing pins into the walls or woodwork, of the Premises or the Apartment nor to affix any form of sticky tape to plaster or woodwork and to remove any of the same within 24 hours of notification by Lakewood Lettings
10. Not to remove or permit the furniture, fixtures and fittings, appliance or articles to be removed from the Premises or from the Apartment or the Complex.
11. Not under any circumstances to part with possession of any keys to the Premises or any security card for the purpose of gaining access to the Premises or the Apartment and to report any loss thereof immediately to Lakewood Lettings.
12. Not to undertake any cooking or otherwise prepare food in the Premises, the Apartment, or within the Complex except in the kitchen in the Apartment, and not to dispose of any materials in any sink or lavatory or otherwise so as to block any drains, pipes or sewers serving the Complex.
13. Not to cover wall vents/fans in toilets and kitchens, as these are required for ventilation under the Building Regulations
14. Not to throw or deposit, or permit to be thrown or deposited, dirt, rubbish, rags or other refuse in or on the Premises or any part thereof or in or on the Apartment or any part or in or on any part of the Complex.
15. To remove all waste from the Premises and Apartment on a regular basis and to at all times make use of a common rubbish bin in respect of such items and not to allow any internal bins to overflow or spill on walls or floors of the Apartment
16. To keep the interior of the Premises in a clean and hygienic condition, including all fixtures, fittings and installations therein and not to damage same and to indemnify Lakewood Lettings against all claims arising out of any damage thereto and to hand same over on the termination or expiration of this Tenancy Agreement in good and proper condition.
17. Not to use or permit the Premises to be used otherwise than for residential purposes.
18. Not to hold parties in or on the Premises or the Apartment or in or on any other part of the Complex, not to play musical instruments, or radios, televisions or other sound producing apparatus in such a manner as to cause distraction, annoyance or nuisance to the other Tenants of the Apartment or the Complex and in particular not between the hours of 11 p.m. and 8 a.m.
19. Not to keep a dog or any other animal, reptile, insect or pet in or on the Premises, the Apartment or in or on the Complex.
20. Not to expose any bottles, containers or other articles in the area of the windows of the Premises or the Apartment. Lakewood Lettings reserves the right to remove and dispose of such items without notice.

21. Not to hang or permit to be hung, or expose any clothes or other articles or to exhibit any sign board, poster or advertisement matter or placard, flag or banner outside, in or on the Premises or outside, in or on the Apartment or Complex and in particular not to affix any such or other signs or placard to the inside walls of the unit or the structure, plasterwork or woodwork therein.
22. Not to place or cause any obstruction in or on the Apartment or in any hall, stairs or landings, or in or on any part of the Complex and in particular not to place any vehicles, motorcycles or bicycles therein or thereon save in such locations as may be designated for the parking or storage of same.
23. Not to expose any washing or wearing apparel or any linen on any part of the Premises, the Apartment or the Complex and not to carry out or permit to be carried out any laundering or other similar activity in the baths, washbasins, sinks or cisterns in the Apartment. The Tenants agrees to keep the mattress supplied by Lakewood Lettings clean and to this end to keep same covered at all times with mattress protector and to hand over same upon the termination of this Tenancy Agreement in good and proper repair and condition.
24. Not to store or keep or permit to be kept in or on the Premises, the Apartment or in or on any part of the Complex any dangerous, combustible or unlawful substances or materials whatsoever and to report immediately the presence of such materials or substances to Lakewood Lettings.
25. To report immediately to Lakewood Lettings upon the occurrence thereof or the becoming aware of any damage to the Premises or the Apartment or any part thereof.
26. Not to impede or interfere in any respect whatsoever with Lakewood Lettings in the exercise of its right to possession of or inspection of the Premises, which is subject only to the rights of the Tenants hereunder.
27. If Lakewood Lettings requires the Tenants to vacate the Premises during the Period of the Tenancy by virtue of necessary alterations, repairs or decoration having to be carried out to the Premises, the Apartment or the Complex or by virtue of such other circumstances as Lakewood Lettings may reasonably consider requires vacation of the Premises, the Tenants shall vacate the Premises within such a period as Lakewood Lettings may stipulate PROVIDED THAT alternative accommodation is made available to the Tenants by Lakewood Lettings for the period for which Lakewood Lettings requires vacation of the Premises or the Apartment by the Tenants. Lakewood Lettings shall not be liable for any loss, cost or expenses suffered by the Tenant by reason of vacation of the Premises or the Apartment in accordance with this clause
28. To inform Lakewood Lettings immediately of any emergency or situation requiring urgent attention and outside of office hours assistance in emergency should be sought at the Security hut. Subject to the foregoing not to disturb the Security Officer with routine inquiries that can be attended to during office hours at the Complex Administration Office.
29. To leave the Premises in a clean and orderly condition and to remove all personal effects and belongings therefrom and not later than 12.00 noon on the day of departure. Any such personal effects or belongings so left in or on the Premises or the Apartment or in or on the Complex after that time may be disposed of by Lakewood Lettings at its discretion without incurring any liability to the Tenants.
30. Subject to compliance with the terms and conditions herein the Booking Deposit will be refunded to the Tenants upon termination of this Tenancy Agreement and after the Premises has been vacated provided that the terms and conditions have been

complied with in full, and upon receipt by Lakewood Lettings of all keys and security cards issued to the Tenants and subject to such deductions, if any, as Lakewood Lettings may be entitled to make under the terms hereof..

31. To abide by and observe the Regulations governing the Operation and running of the Complex as attached hereto together with such other Regulations as Lakewood Lettings may from time to time introduce for the Orderly running of the Complex
32. To allow Lakewood Lettings and anyone authorised by it access to the Premises and the Apartment as and when Lakewood Lettings may consider it necessary and on being given 24 hours notice(save in the event of an emergency when no notice shall be required) for the purpose of inspecting the Premises and the Apartment and to ensure that the Tenants is complying with the terms of this Tenancy Agreement.

IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

1. Lakewood Lettings shall not be responsible for any loss of or damage to any valuables or personal belongings kept in or on the Premises, the Apartment or the complex, which shall remain at the sole risk of the Tenants.
2. In the event of the breach of any of the terms and conditions herein contained Lakewood Lettings may at its sole discretion terminate forthwith this Tenancy Agreement and the Tenants shall vacate the Premises on being given 28 days prior notice in writing, and in the event of anti social behaviour as hereinbefore defined on being given 7 days prior notice in writing, without prejudice to any other rights of Lakewood Lettings arising out of the breach of the terms and conditions of the Tenancy Agreement or otherwise.
3. Nothing in this Tenancy Agreement shall be or ought to be construed as conferring on the Tenants any exclusive right of possession of the Premises or the Apartment.
4. This Tenancy Agreement is personal to the Tenant and may not be assigned, sub-licensed or otherwise dealt with, in whole or part, by the Tenant, except by agreement with Lakewood Lettings.
5. No refund of any pre-payment shall be made in the event of early vacation of the premises or early termination of this tenancy agreement. In that event Lakewood Lettings shall be entitled to charge the full cancellation fee of €200 (Booking Deposit). Cancellations must be made in writing or by email and handed into the Lakewood Lettings office one month prior to vacating the apartment. There is no obligation on Lakewood Lettings to find alternative tenants.
6. Lakewood Lettings shall be entitled to retain a Master Key of the Premises and the Apartment for the purpose of gaining access thereto in accordance with the provisions of this Agreement.
7. No refund of any pre-payment shall be made in the event that termination of this tenancy is a direct result of Anti-social behaviour as defined in Revocation section B parts 1 & 2.(page 2)

Signed by the Tenants

X

in the presence of:

Witness _____

Address _____

**Signed for and on behalf
of Lakewood Lettings**

X

by its duly authorised representative

In the presence of:-

Witness _____

Address _____

GUARANTEE

I, _____ of _____

(hereinafter called "the Guarantor") at the request of the within named Licencee ("The Tenant") hereby agree as follows:

In consideration of the Tenancy Agreement granted by Lakewood Lettings the Guarantor HEREBY COVENANTS AND AGREES with Lakewood Lettings that the Tenants will pay the Rent, Electricity Supply Board Charges and any other outgoings or charges (including fines) arising on foot of the within Tenancy Agreement on the dates and in the manner therein specified and will perform and observe all the Tenants covenants and conditions therein contained and in case of any default by the Tenants in respect of such payments or in the observance or performance of such covenants and conditions aforesaid that the Guarantor will pay and make good to Lakewood Lettings on demand all and any losses, damages, costs, charges, expenses and/or fines thereby arising or incurred by or levied on the Tenants. PROVIDED ALWAYS AND IT IS HEREBY AGREED that any neglect or forbearance of Lakewood Lettings in endeavouring to obtain payment of the said payments hereinbefore reserved when the same become payable or in enforcing the performance of the covenants and conditions hereinbefore on the Tenants part contained to be observed and performed and any time which may be given to the Tenant by Lakewood Lettings shall not release or exonerate or in any way affect the Guarantors liability hereunder and FURTHER PROVIDED ALWAYS that Lakewood Lettings at its absolute discretion apply the balance (as hereinbefore defined) in partial or full satisfaction of any claims against the Tenants or the Guarantors.

Dated the _____ day of _____ 200__

SIGNED BY THE GUARANTOR _____ X

in the Presence of:

Witness _____

Address _____

FIRST SCHEDULE

1. The Premises

Room no. _____ (“the Premises”) situated in Apartment no. _____ (“the Apartment”) in Accommodation Block No. _____ (“the Accommodation Block”) in the Complex together with the use in common with other Tenants of the living accommodation, kitchen and bathroom facilities in the Apartment, and use of all common areas in the Accommodation Block and the Complex

2. The Period of the Tenancy

The Period of the Tenancy is from the ____ day of _____ 200__ to the ____ day of _____ 200__ inclusive or such extension thereof as Lakewood Lettings and the Tenant may agree in writing to subject however, to the earlier determination as herein provided. If however the Tenant vacates the Premises during the Period of the Tenancy, no refund will be made.

3 Rent

<u>Deposit</u>	<u>Amount</u>
Booking (Refundable)	€200
Total Deposits	€200
Services (Non Refundable)	€400
Electricity (Prepaid Meter)	€400

Note: Payment of Deposit, services and electricity above due by 06/09/2021 in addition to rent option below

Rental Options

2 Person Apartment (2 Bedrooms)

Monthly Rent Option

1 st payment	-----	€800 due by 06/09/2021
2 nd payment	-----	€400 due by 05/10/2021
3 rd payment	-----	€400 due by 05/11/2021
4 th payment	-----	€400 due by 05/12/2021
5 th payment	-----	€400 due by 05/01/2022
6 th payment	-----	€400 due by 05/02/2022
7 th payment	-----	€400 due by 05/03/2022
8 th payment	-----	€400 due by 05/04/2022

Total €3600

Full Term Rent Option (paying full term is a saving of €350 compared to monthly)

Full Term ----- €3250 each due by 06/09/2021

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These prices below only apply when 3 people book an entire apartment, and will revert back to above prices in the event that one person should leave.

3 Person Apartment (2 Bedrooms)

Single Room

Full Term Rent Option

Full term ----- €2350 p/p due by 06/09/2021

Twin Shared Room

Full Term Rent Option

Full term ----- €2170 p/p due by 06/09/2021

Note: Term payments are not available for 3 Person Apartments

4. Services charges

This non-refundable €400 fee includes waste disposal, grounds maintenance and WiFi Internet for the full academic year.

*ELECTRICITY

Students control their own usage and an electricity fee of €400 is charged at the start of the academic year. Prepaid electricity meters are installed in each apartment and each student will be supplied with prepaid meter vouchers from their €400 electricity allowance. It is up to the occupants of the apartment to share meter top-ups between them. If you do not use all your

allowance it will be returned to you along with your security deposit pending no damages etc at the end of the academic year.

Services Fee Total: €400 (Non Refundable)

Lost Keys

If you lock yourself out of your apartment our security companies will charge a call out fee of €25 for call outs outside of operating hours, there is also a charge of €10 for replacement key cards.

5. The Landlord

Name and Address

SECOND SCHEDULE

STUDENTS PLEASE NOTE THAT THE SECOND SCHEDULE (INVENTORY OF CONTENTS) OF THE TENANCY AGREEMENT WILL BE FURNISHED TO YOU UPON ARRIVAL TO THE RESIDENCE. AFTER YOUR INSPECTION OF THE PREMISES AND CONTENTS YOU WILL BE REQUIRED TO SIGN AND RETURN IT TO LAKEWOOD LETTINGS, WITHIN 3 DAYS OF YOUR ARRIVAL/RECEIPT OF KEY.

THIRD SCHEDULE

THE REGULATIONS

1. The unnecessary interference with fire safety equipment or the discharge of fire extinguishers is considered a serious act of vandalism. There will be a charge of €500 for this breach of the terms herein levied against the individual responsible or equally against all occupants of the Apartment if the individual cannot be identified.
2. There will be a charge for damage caused to windows or doors levied against the individual responsible or equally against all occupants if the individual cannot be identified.
3. Transfer to other Premises may only be arranged with the permission of and at the sole discretion of Lakewood Lettings.
4. Allowing overnight visitors in the Premises or Apartment on a repeated basis will result in at Lakewood Lettings discretion expulsion, without refund unless another student acceptable to Lakewood Lettings and the Guarantor is found by the expelled student to occupy the Premises.
5. Ventilation is also very important to avoid build up of moisture and mould growth, particularly in kitchen and bathroom areas. All windows should be opened each day for a short period to allow proper ventilation of the Apartment whilst the Apartment is occupied.
6. If the Premises and Apartment is not maintained by the Tenants to a standard of cleanliness acceptable by Lakewood Lettings, will arrange on the giving of 48 hours written notice to the Tenants, to have the Premise and/or Apartment cleaned, and the Tenants will be liable to Lakewood Lettings for the cost of same.
7. The holding of parties and/or noise emanating from the Premises or Apartment may, at the discretion of Lakewood Lettings, be grounds for termination of the Tenancy Agreement.
8. Each week or at the discretion of Lakewood Lettings, the Premises and the Apartment will be inspected by Lakewood Lettings. The Tenants will be informed if any work is required to be done or if the standard of cleanliness is not adequate and a time limit set for the carrying out of this work. If there is any damage caused to the Apartment or the Premises which is not due to fair wear and tear or if any items are missing the cost of the repair of the damage and/or the replacement of missing items will be charged against the Booking Deposit, and this will be deducted when the balance (if any) is refunded at the end of the Period of the Tenancy. In the event that the Booking Deposit is not sufficient to cover the cost of the foregoing, same will be chargeable to the Tenants. The cost of cleaning, repairs, and of replacing any missing items and any damage to items not due to fair wear and tear in the Apartment will be deducted from the Booking Deposit and/or charged to each occupant of the Apartment in equal shares.
9. At the conclusion of the Period of the Tenancy all keys must be surrendered and the Premises will be finally inspected by Lakewood Lettings
10. Each Apartment is metered separately for electricity supply and the Tenants of the Apartment are liable for all electricity used in equal shares. At the end of each term the Tenants will be issued with an account in respect of the electricity used. Should

electricity usage combined with other services be greater at the end of the academic year than the €700 services fee, the Tenants will be charged the additional amount. The Tenants will be issued with an account which is payable to Lakewood Lettings within seven days.

We have read the above Regulations and understand that they and any additional Regulations that may be introduced from time to time by Lakewood Lettings constitute part of this Tenancy Agreement.

X _____

Date _____